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Drummond Canal & W. Co. (N. C.), 61 L. R. A. 833, not to be included in the original condemnation of the right of way for the canal so as to prevent the subsequent recovery of damages for them.

The other cases on the construction and operation of canals are collated in an elaborate note to this case.

WHARVES AND DOCKS—LIABILITY FOR SAFETY OF.—The mere fact that a vessel owner has to go through mud to reach a berth in a dock is held, in *Garfield & P. Coal Co. v. Rockland-Rockport Lime Co.* (Mass.), 61 L. R. A. 946, not to cast upon him the risk of injury from a ledge of rocks of which he has no notice and of which the owner of the dock knows, or by the exercise of reasonable care could know.

A note to this case reviews the other authorities on liability for safety of wharf or dock.

FEDERAL AND STATE COURTS—JURISDICTION—RECEIVERS.—Although a receiver has been illegally appointed by a state court in excess of its jurisdiction to aid the enforcement of its own judgment, it is held, in *Phelps v. Mutual Reserve Fund Life Asso.* (C. C. A. 6th C.), 61 L. R. A. 717, that he cannot be enjoined from acting by a United States circuit court, being protected by U. S. Rev. Stat. sec. 720, forbidding an injunction by any Federal court to stay proceedings in any state court, except when authorized by any law relating to proceedings in bankruptcy.

CRIMINAL LAW—FORGERY—DIFFERENT INSTRUMENTS.—The uttering as true of a forged mortgage and a forged note, which the mortgage purports to secure, at one time and to the same party, is held, in *State v. Moore* (Minn.), 61 L. R. A. 819, to constitute but one offense, so that a conviction on an indictment for uttering the mortgage is a bar to a subsequent conviction for uttering the note.

With this case is a note discussing the question whether the forgery of different instruments at one time constitutes but one or more than one crime.

BANKRUPTCY—BANKS—DEPOSITORS—SET-OFFS.—A deposit of money with a bank upon an open account subject to check, may be set off in bankruptcy against a claim of the bank against the depositor, allowing the bank to prove for the balance. Such deposit, though made within four months of adjudication of bankruptcy, does not constitute a preference which must be surrendered before the bank may prove its debt. *Pirie v. Chicago Title & Trust Co.* (182 U. S. 438), distinguished. *N. Y. &c. Bank v. Massey* (U. S. Sup. Ct., Jan. 4, 1904).

NATIONAL BANKS—USURY—FEDERAL AND STATE STATUTES.—A controversy respecting usurious interest paid on a note held by a national bank, secured by a collateral note and mortgage, which arises in a suit to foreclose the mortgage, is none the less governed by the federal law on the subject

of usury by national banks, as expressed in U. S. Rev. Stat. sec. 5198 (U. S. Comp. Stat. 1901, p. 3493), affording the remedy of an independent action to recover back the usurious payments, because the collateral note and mortgage were executed in favor of the bank president for the benefit of the bank, which was prohibited by the federal law from taking real estate security for a debt coincidentally contracted. *Schuyler National Bank v. Gadsden*, U. S. Supreme Court, December 7, 1903.

NEGOTIABLE INSTRUMENTS—NOTICE OF PROTEST.—Notice of protest of a bill of exchange, to a drawer who has executed an assignment for benefit of creditors, is held, in *Taylor v. Citizens' Savings Bank* (Ky.), 61 L. R. A. 900, to be sufficient to bind its estate in the hands of the assignee.

The other cases as to whom notice of protest or nonpayment should be given after appointment of receiver, assignee, or other representative of insolvent are collated in a note to this case.

The annotator states that the result of the cited adjudications is not definite enough to justify a positive statement as to what will constitute sufficient notice in cases of insolvency. Most of the authorities uphold a notice actually given, whether given to the insolvent or to his representative, which leads to the justifiable conclusion that either notice is sufficient. Those who have the duty of giving such notice had better, out of abundant caution, give notice to both parties, principal and representative.—*National Corporation Reporter*.

CARRIERS—GENERAL FREIGHT AGENT—CONTRACT OF SHIPMENT—VALIDITY—DAMAGES—QUESTION FOR JURY.—When a traveling freight agent of a common carrier, clothed with general authority to solicit freight business, and with special authority to contract for the shipment of freight upon special conditions as to the movement of trains, enters into a contract for the shipment of freight without disclosing to the shipper the conditions limiting his authority, the principal is bound by the act of the agent, and is liable to the shipper for resulting damages.

A traveling freight agent solicited certain shippers of live stock, who were contemplating the shipment of four car loads at a certain time, to send the same to Chicago via St. Paul over his road, and represented that the stock would be received in St. Paul upon arrival, and forwarded to Chicago without delay. The shippers held the proposition under consideration until the time of shipment, when the stock was forwarded accordingly, and appellant company notified of such fact. In an action for the recovery of damages for failure to receive and forward the stock without delay, held, that it was a question of fact for the jury to determine whether it was intended by the parties that the proposition might be accepted by shipping the stock without any other notice than the shipment itself and notification at that time. *Baker v. Chicago &c. Ry. Co.* (Minn.), 97 N. W. 650.

ASSIGNMENT FOR BENEFIT OF CREDITORS—SALES BY ASSIGNEE—PUFFING BY CREDITORS—EFFECT ON SALE—CREDITORS' LIABILITY.—Where, at an